

A. G. Contract No. KR94 3024TRN
ECS File No.: JPA 94-264
Project: P4494 01P
Section: Bicycle Safety

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF YUMA

THIS AGREEMENT is entered into 3 March, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

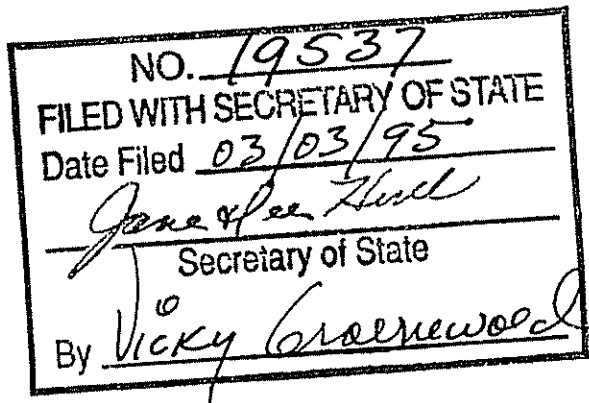
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and authorized
the undersigned to execute this agreement on behalf of the City.

3. The Federal Highway Administration has provided
planning and research (SPR) State administered grant funds for
various safety programs, including, but not limited to, bicycle
safety education and related applications. The State has
evaluated and approved a grant in the amount of \$1,000.00 for
the City.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The City will:

a. Invoice the State for grant funds in the amount of \$1,000.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the City \$1,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the City by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 W. First Street
Yuma, AZ 85364

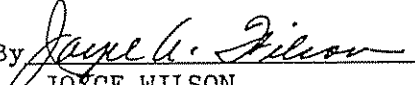
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

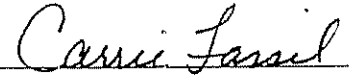
STATE OF ARIZONA

Department of Transportation

By 
JOYCE WILSON
City Administrator

By 
HARRY A. REED, Director
Transportation Planning
Division

ATTEST

By 
CARRIE FASSIL
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUMA, ARIZONA
FEBRUARY 1, 1995

CALL TO ORDER

The Yuma City Council convened in regular session on the above date at the hour of 5:30 p.m. in the Council Chambers of the Yuma City Hall.

INVOCATION

The invocation was given by Doug Bobbitt, Senior Pastor of the Trinity Methodist Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilman Steiert.

ROLL CALL

Present:	Councilman Everett	Councilman Steiert
	Councilman Schuman	Councilman Stuart
	Councilman Irr	Councilman Pinsker
	Mayor Young	

Absent: none

Staffmembers: City Administrator, Joyce Wilson
City Attorney, Steve Moore
Director of Planning and Zoning, Mike Steele
Deputy City Clerk, Brigitta Stanz

MAYORAL PROCLAMATIONS AND AWARDS

Young proclaimed February 3, 1995 as the Yuma Area Day of Prayer and presented a proclamation to Bill Esmeier.

Young proclaimed Feb 14, 1995 as League of Women Voters Day and presented a proclamation to Nancy Elliot, President of the Yuma Chapter of the League of Women Voters. This year marks the 75th anniversary of the national association.

Young proclaimed February 18-25, 1995 as 1995 FFA Week and presented a proclamation to Angela Jaynes, Secretary of the Yuma High School Chapter of the Future Farmers Association.

3. APPLICATION FOR A NEW #10 BEER AND WINE STORE LIQUOR LICENSE

Approved application of Jameel Almerisi, as agent for Almerisi Market located at 2200 W. 3rd Street, Yuma, Arizona, for a new #10, Beer and Wine Store, Liquor License. (95-01) (City Clerk)

4. APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE

Approved application of John Franco, as agent for the Knights of Columbus #9378, for a Special Event Liquor License in conjunction with a fundraiser to be held on February 26, 1995 from 1:00 p.m. to 9:00 p.m. at Immaculate Conception Church, 505 Avenue B, Yuma, Arizona. (SP95-01) (City Clerk)

5. BID NO. 95043 - BID AWARD: FIRE STATION NO. 1 SEISMIC UPGRADE AND ROOF REPLACEMENT

Awarded to lowest responsive/responsible bidder for Fire Station No. 1 seismic upgrade and roof replacement Phase I. Total cost of \$115,634.00 to: Pilkington Construction Company, Inc., Yuma, Arizona \$115,634.00. (Fire Department)

6. BID NO. 95053 - BID AWARD: SAND AND GRAVEL

Awarded to lowest responsive/responsible bidders meeting specifications for an estimated annual total of \$12,033.50 for sand and gravel to: Don Kelland Materials, Inc. Yuma, AZ for \$9,183.50 and Valley Sand and Gravel, Yuma, AZ for \$2,850.00. (Parks and Recreation)

7. BICYCLE SAFETY AGREEMENT

Approved a contract with the State of Arizona Department of Transportation/Highway Division for a "Mini Grant" to the City of Yuma. (Parks and Recreation)

8. AUTHORIZATION FOR STAFF TO EXECUTE MEMORANDUM OF AGREEMENT FOR STREET IMPROVEMENTS

Authorized staff to execute Memorandum of Agreement with Maxall, Inc., for improvements to 20th Street (West of Pioneer Park Subdivision to Avenue C). (Development Services/Engineering Division)

I, Brigitta Kuiper Stanz, hereby certify that the foregoing unofficial minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Yuma held on the 1st day of February, 1995. I further certify that the meeting was duly called and that a quorum was present.

Dated this 16th day of February, 1995

Brigitta Kuiper Stanz, Deputy
City Clerk



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-3024-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of February, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/50